

State of South Carolina

County of GREENVILLE

I. Words Used In This Document

- A. **Mortgage** - This document, which is dated August 29, 19 84 will be called the "Mortgage".
- B. **Mortgagor** - Harry T. O'Bryan & Patricia A. O'Bryan will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "myself", and "us" refer to the Mortgagor. Mortgagor's residence address is 109 Abingdon Way, Greenville, South Carolina, 29615
- C. **Lender** - The South Carolina National Bank will be called "Lender" and sometimes simply "you", "Your" and "yours" refer to Lender. Lender is a national banking association which was formed and which exists under the laws of the United States of America
Lender's address is Post Office Box 969, Greenville, South Carolina, 29602,
- D. **Note** - The open end line of credit account agreement signed by Harry T. O'Bryan & Patricia A. O'Bryan and dated August 29, 19 84, will be called the "Note". The Note shows that I have promised to pay Lender the amount outstanding under my open end line of credit account from time to time which is not to exceed \$26,000.00 Dollars at any one time plus finance charges or interest at the rate agreed to in the Note. You and I agree that the amount outstanding under the Note may vary from time to time by increases up to the maximum amount stated above and decreases down to no outstanding amount or accrued finance charges or interest. Regardless of the amount outstanding at any time and regardless of whether there is any amount outstanding, it is your and my intention that this Mortgage shall remain in effect until the last of the events listed in Paragraph 18 of this Mortgage has occurred.
Finance charges or interest under the Note will be deferred, accrued, or capitalized.
- E. **Property** - The property that is described below in the section entitled "Description Of The Property" will be called the "Property".

II. My Transfer To You Of Rights In The Property

On this date, because you loaned me the money or agreed to loan me money in the future for which I gave you the Note, I mortgage, grant and convey the Property to you, your successors and assigns, subject to the terms of this Mortgage. This means that by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving you these rights to protect you from possible losses that might result if I fail to:

- A. Pay all the amounts that I owe you as stated in the Note and any future advances made under Paragraph 17 of this Mortgage.
- B. Pay, with interest or finance charges, any amounts that you spend under this Mortgage to protect the value of the Property and your rights in the Property.
- C. Keep all of my other promises and agreements under the Note and/or this Mortgage.

This Mortgage secures any renewals, extensions, refinancings, and/or modifications of the Note.

III. Description Of The Property

- A. The Property which I mortgage, grant, and convey to you, your successors and assigns, is located in Greenville County and has the following legal description:

ALL that certain piece, parcel, or lot of land situate, lying, and being in the State of South Carolina, County of Greenville, on the southwestern side of Abingdon Way, being known and designated as Lot No. 85 as shown on plat entitled WELLINGTON GREEN dated April, 1963, prepared by Piedmont Engineers and Architects recorded in the RMC Office for Greenville County, South Carolina, in Plat Book YY at Page 117 and having, according to said plat, the following metes and bounds, to-wit:

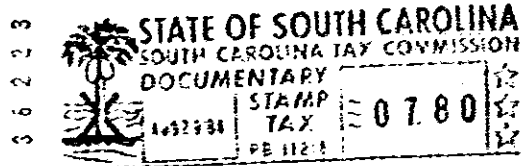
BEGINNING at an iron pin on the southwestern side of Abingdon Way at the joint front corner of Lots No. 85 and 86 and running thence with the common line of said lots, S. 32-15 W. 170.3 feet to an iron pin; thence N. 57-45 W. 100 feet to an iron pin at the joint rear corner of Lots No. 84 and 85; thence with the common line of said lots, N. 32-15 E. 170.3 feet to an iron pin on the southwestern side of Abingdon Way at the joint front corner of Lots No. 84 and 85; thence with the southwestern side of Abingdon Way, S. 57-45 E. 100 feet to the point of beginning.

This being the same property conveyed to mortgagors by deed of Jack E. Shaw Builders, Inc., dated and recorded on February 25, 1975, in Deed Book 1014 at Page 993.

The Property also includes the following:

- B. All buildings and other improvements that are located on the property described in Paragraph B A.
- C. All rights in other property I have as owner of the property described in Paragraph B A. These rights are known as easements, rights and appurtenances attached to the property.
- D. All rents or royalties from the property described in Paragraph B A.
- E. All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in Paragraph B A.
- F. All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in Paragraph B A.
- G. All fixtures that are now or in the future will be on the property described in Paragraphs B A and B and, to the extent allowed by law, all replacements of and additions to those fixtures.
- H. All of the rights and property described in Paragraphs B B through F that I acquire in the future, and
- I. All replacements of and/or additions to the property described in Paragraphs B B through F and Paragraph B H.

You, your successors and assigns, are to have and to hold the Property, subject to the terms of this Mortgage.



400 9 21801

1328-11-23